UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN AND RELATED MOTIONS

Name of Debtor(s): Bruce S. Turner	Case No:	09-32020
This plan, dated January 28, 2010, is:		
the <i>first</i> Chapter 13 plan filed in this case. a modified Plan, which replaces the confirmed or unconfirmed Plan dated April 15, 20	009.	
Date and Time of Modified Plan Confirming Hearing: March 10, 2010 @ 9:00 AM Place of Modified Plan Confirmation Hearing: 701 E.Broad Street, Richmond VA 5th Floor Rm 5		
The Plan provisions modified by this filing are: 1. Funding 4A. Funding (reduced to 5%)		
Creditors affected by this modification are: All Unsecured Creditors		

NOTICE: YOUR RIGHTS WILL BE AFFECTED. You should read these papers carefully. If you oppose any provision of this Plan, or if you oppose any included motions to (i) value collateral, (ii) avoid liens, or (iii) assume or reject unexpired leases or executory contracts, you MUST file a timely written objection.

This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing. If no objections are timely filed, a confirmation hearing will NOT be held.

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: \$15,147.50

Total Non-Priority Unsecured Debt: \$16,618.00 per timely filed proof of claims

Total Priority Debt: \$4,616.64 per timely filed proof of claims

Total Secured Debt: \$10.581.48

- 1. Funding of Plan. The debtor(s) propose to pay the trustee the sum of \$1400.00 total paid into plan in the first 10 months (avg of 140/mo), then \$200.00 Monthly for 48 months(plan=58 months). Other payments to the Trustee are as follows: NONE . The total amount to be paid into the plan is \$ 11,000.00 .
- 2. **Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.
 - A. Administrative Claims under 11 U.S.C. § 1326.
 - 1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
 - 2. Debtor(s)' attorney will be paid \$ 2,509.00 balance due of the total fee of \$ 3,000.00 concurrently with or prior to the payments to remaining creditors.
 - B. Claims under 11 U.S.C. §507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

Creditor Commonwealth of VA-Tax	Type of Priority Taxes and certain other debts	Estimated Claim 0.00	Payment and Term Prorata
County of Chesterfield	Taxes and certain other debts	97.96 POC	Prorata
Internal Revenue Service	Taxes and certain other debts Secured	4,194.26 @5%	Prorata
Internal Revenue Service	Taxes and certain other debts Priority	324.42 POC	Prorata

- 3. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.
 - A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan. The following secured claims are to be "crammed down" to the following values:

Creditor	Collateral	Purchase Date	Est Debt Bal.	Replacement Value
-NONE-		<u> </u>		

B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

Creditor	Collateral Description	Estimated Value	Estimated Total Claim
-NONE-			

C. Adequate Protection Payments.

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

Creditor

Collateral Description

Adeq. Protection Monthly Payment

To Be Paid By

-NONE-

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, whichever is less, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.

Creditor

Collateral

Approx. Bal. of Debt or "Crammed Down" Value

Interest Rate

Monthly Paymt & Est. Term**

-NONE-

E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

- 4. Unsecured Claims. LOWERED TO 5%
 - A. Not separately classified. Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 5
 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 0 %.
 - B. Separately classified unsecured claims.

Cred	litor
-NOI	NE-

Basis for Classification

Treatment

- 5. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).
 - A. **Debtor**(s) to make regular contract payments; arrears, if any, to be paid by Trustee. The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement.

		Regular		Arrearage	Monthly
		Contract	Estimated	Interest	Arrearage
Creditor	Collateral	Payment	Arrearage	Rate	Payment
Prestige Financial Svc	2005 Dodge Stratus 48,000	388.00	0.00	0%	
	miles Co-owner: Jacqueline				
	Turner, Wife				
	PAY DIRECT				

B. Trustee to make contract payments and cure arrears, if any. The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

		Regular			Monthly
		Contract	Estimated Interest	Term for	Arrearage
Creditor	Collateral	Payment	Arrearage Rate	Arrearage	Payment
-NONE-					

C. Restructured Mortgage Loans to be paid fully during term of Plan. Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

		Interest	Estimated	
Creditor	<u>Collateral</u>	Rate	Claim	Monthly Paymt& Est. Term**
-NONE-				

- **6. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts and leases listed below.
 - **A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts.

Creditor	Type of Contract
-NONE-	

B. Executory contracts and unexpired leases to be assumed. The debtor(s) assume the following executory contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

			Monuny	
			Payment	Estimated
Creditor	Type of Contract	Arrearage	for Arrears	Cure Period
-NONE-				

Monthly

- 7. Liens Which Debtor(s) Seek to Avoid.
 - A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f). The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien. If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u> <u>Collateral</u> <u>Exemption Amount</u> <u>Value of Collateral</u>

B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f). The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u> <u>Type of Lien</u> <u>Description of Collateral</u> <u>Basis for Avoidance</u>

- 8. Treatment and Payment of Claims.
 - All creditors must timely file a proof of claim to receive payment from the Trustee.
 - If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
 - If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
 - The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- **Vesting of Property of the Estate.** Property of the estate shall revest in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.
- **10. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.
- 11. Other provisions of this plan:
 - (1) Upon confirmation of this plan, priority creditors are granted relief from the automatic stay only to the extent necessary to offset any pre-petition tax refund due to the debtor against any pre-petition tax liability owed by the debtor.
 - (2) Debtor's attorney's fees to be paid as a priority claim.
 - (3) The trustee can extend the plan up to 60 months to pay properly filed claims in this matter.
 - (4) The debtor will not MODIFY THE DEED, SELL, REFINANCE, OR MODIFY THE MORTGAGE without an order from the court.

Signatures:				
Dated: Ja	anuary 28, 2010			
/s/ Bruce S.	Turner		/s/ Pia J. North	
Bruce S. Tur	rner		Pia J. North 29672	
Debtor			Debtor's Attorney	
Exhibits:	Copy of Debtor(s)' Bud Matrix of Parties Serve	dget (Schedules I and J); ed with Plan		
		Certificate of Servic	e	
I cert Service List.	tify that on January 28, 20	010 , I mailed a copy of the foreg	oing to the creditors and parties in	n interest on the attached
		/s/ Pia J. North		
		Pia J. North 29672		
		Signature		
		8014 Midlothian Tpke; Suite 2 Richmond, VA 23235-5291	02	
		Address		
		(804) 323-3700		
		Telephone No.		

Ver. 09/17/09 [effective 12/01/09]

In re Bruce S. Turner Case No. 09-32020

Debtor(s)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S) - AMENDED

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPEN	DENTS OF DEBT	OR AND SPO	OUSE			
	RELATIONSHIP(S):	* *		AGE(S):			
Married	None.						
Employment:	DEBTOR			SPOUSE			
Occupation	Retired	Cert	ified Nursi	ng Assistant			
Name of Employer	Retired/Disabled		er Hall Sou				
How long employed	2004	1979	(approx)				
Address of Employer			· · · ·				
INCOME: (Estimate of average of	or projected monthly income at time case filed)		DEBTOR		SPOUSE	
	nd commissions (Prorate if not paid monthly)		\$	0.00	\$	0.00	
2. Estimate monthly overtime			\$	0.00	\$	0.00	
3. SUBTOTAL			\$	0.00	\$	0.00	
4. LESS PAYROLL DEDUCTIO							
a. Payroll taxes and social s	ecurity		\$	0.00	\$_	0.00	
b. Insurance			\$	0.00	\$ <u></u>	0.00	
c. Union dues			\$	0.00	\$_	0.00	
d. Other (Specify):			\$	0.00	\$_	0.00	
_			\$	0.00	\$ _	0.00	
5. SUBTOTAL OF PAYROLL D	DEDUCTIONS		\$	0.00	\$	0.00	
6. TOTAL NET MONTHLY TA	KE HOME PAY		\$	0.00	\$	0.00	
7. Regular income from operation	n of business or profession or farm (Attach deta	ailed statement)	\$	0.00	\$	0.00	
8. Income from real property			\$	0.00	\$	0.00	
9. Interest and dividends			\$	0.00	\$	0.00	
10. Alimony, maintenance or sup dependents listed above	port payments payable to the debtor for the del	otor's use or that o	of \$	0.00	\$	0.00	
11. Social security or government (Specify): Social Secu			\$	1,454.00	\$	0.00	
			\$	0.00	\$	0.00	
12. Pension or retirement income			\$	276.48	\$	0.00	
13. Other monthly income	home bi-weekly average		¢	0.00	¢	2,321.00	
(Specify): Wife's take	nome bi-weekly average		, —	0.00	\$ <u>_</u>	0.00	
			Φ	0.00	<u></u> Ф _	0.00	
14. SUBTOTAL OF LINES 7 TH	HROUGH 13		\$	1,730.48	\$	2,321.00	
15. AVERAGE MONTHLY INC	COME (Add amounts shown on lines 6 and 14)		\$	1,730.48	\$	2,321.00	
16. COMBINED AVERAGE MO	ONTHLY INCOME: (Combine column totals t	from line 15)		\$	4,051	.48	

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

Wife's income is considerably less this year due to the economy and her health. Increased the number of months in plan to put more money in budget to allow for the reduced income.

In re Bruce S. Turner Case No. 09-32020

Debtor(s)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S) - AMENDED

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Comple expenditures labeled "Spouse."	ete a separate	e schedule of
1. Rent or home mortgage payment (include lot rented for mobile home)	\$	735.00
a. Are real estate taxes included? Yes No _X		
b. Is property insurance included? Yes No X		
2. Utilities: a. Electricity and heating fuel	\$	170.00
b. Water and sewer	\$	100.00
c. Telephone	\$	50.00
d. Other See Detailed Expense Attachment	\$	230.00
3. Home maintenance (repairs and upkeep)	\$	50.00
4. Food	\$	519.88
5. Clothing	\$	100.00
6. Laundry and dry cleaning	\$	50.00
7. Medical and dental expenses	\$	270.00
8. Transportation (not including car payments)	\$	438.60
9. Recreation, clubs and entertainment, newspapers, magazines, etc.	\$	100.00
10. Charitable contributions	\$	0.00
11. Insurance (not deducted from wages or included in home mortgage payments)		
a. Homeowner's or renter's	\$	0.00
b. Life	\$	0.00
c. Health	\$	0.00
d. Auto	\$	145.00
e. Other	\$	0.00
12. Taxes (not deducted from wages or included in home mortgage payments)		
(Specify) Personal Property Tax	\$	25.00
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)		
a. Auto	\$	388.00
b. Other See Detailed Expense Attachment	\$	480.00
14. Alimony, maintenance, and support paid to others	\$	0.00
15. Payments for support of additional dependents not living at your home	\$	0.00
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$	0.00
17. Other	\$	0.00
Other	\$	0.00
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)	\$	3,851.48
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:	_	
20. STATEMENT OF MONTHLY NET INCOME	¢	A 051 40
a. Average monthly income from Line 15 of Schedule I	\$	4,051.48 3,851.48
b. Average monthly expenses from Line 18 above	\$ \$	200.00
c. Monthly net income (a. minus b.)	Ф	∠00.00

In re Bruce S. Turner

Debtor(s)

Case No. **09-32020**

\$

480.00

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S) - AMENDED Detailed Expense Attachment

Other Utility Expenditures:

Total Other Installment Payments

Cell phone	\$	90.00
Cable	\$	140.00
Total Other Utility Expenditures	\$	230.00
Other Installment Payments:		
Grooming and toilitries	\$	100.00
Misc. expenses	<u> </u>	100.00
Vehicle upkeep 1997 & 2005	<u> </u>	200.00
Wife's credit card bills monthly	<u> </u>	80.00

Allied Cash Advance Check N Go Hartley E. Roush Hovenden and Roush 6856 Midlothian Turnpike 4721 Walmsley Blvd Richmond, VA 23234 Richmond, VA 23225 PO Box 1839 Chesterfield, VA 23832 Chesterfield County GD Court Americredit Hodgins, LLC P. O. Box 144 1225 Burford Road PO Box 183853 Arlington, TX 76096-3853 Chesterfield, VA 23832 Richmond, VA 23235 Approved Cash Advance Chippenham Johnston-Willis Internal Revenue Service Post Office Box 13620 6341 Janke Rd Insolvency Unit Richmond, VA 23225 Richmond, VA 23225 Post Office Box 21126 Philadelphia, PA 19114 Aspire Visa Cit Bank/fingerhut D Jefferson Capital Syst Post Office Box 105555 6250 Ridgewood Roa 16 Mcleland Rd Saint Cloud, MN 56303 Atlanta, GA 30348-5555 Saint Cloud, MN 56303 Aspire/cb & t Columbus Bank & Trust Krumbein & Associates PPL P.O. Box 23051 PO Box 105555 1650 Willow Lawn Drive Columbus, GA 31902-3051 Atlanta, GA 30348-5555 Richmond, VA 23230 Bruce S. Turner Commonwealth of VA-Tax National Credit Adjust 4713 White Cross Court P.O. Box 2156 327 W 4th Ave Richmond, VA 23234-5335 Richmond, VA 23218-2156 Hutchinson, KS 67501 Capital 1 Bank Cortrust Bank **NPAS** Attn: C/O TSYS Debt Management Attn: Bankruptcy PO Box 538658 Po Box 5155 Po Box 5431 Atlanta, GA 30353-8658 Norcross, GA 30091 Sioux Falls, SD 57117 Cash 2 U Loan 14 County of Chesterfield Ntelos Post Office Box 70 6100 Midlothian Turnpike Post Office Box 580423 Richmond, VA 23224 Chesterfield, VA 23832 Charlotte, NC 28258-0423

Cawthorn & Picard 8310 Midlothian Turnpike Richmond, VA 23235

Check City 3920 Hull Street Road Richmond, VA 23230 Elite Recovery Acquisitions PO Box 1187 Sandy, UT 84091-1187

First Premier Bank Po Box 5524 Sioux Falls, SD 57117 Park Dansan 113 W. 3rd Avenue Post Office Box 248 Gastonia, NC 28053

Prestige Financial Svc 1420 S 500 W Salt Lake City, UT 84115 Quick Cash aka Cash Advance 6832-B Midlothian Trpke Richmond, VA 23225

Riddle & Associates Post Office Box 1187 Sandy, UT 84091

Roundup Funding, LLC MS 550 PO Box 91121 Seattle, WA 98111-8221

Schettine & Nguyen 319 West Franklin Street Second Floor Richmond, VA 23220

Taxing Authority Consulting P.O. Box 2156 Richmond, VA 23218

Tribute/fb Of D Pob 105555 Atlanta, GA 30348

United Consumers, Inc. PO BOX 4466 Woodbridge, VA 22194-4466

Virginia Cardiovascular Specs. Post Office Box 13329 Richmond, VA 23255

W. Baxter Perkinson 2615 Anderson Hwy Powhatan, VA 23139

West Asset Management 1000 N Travis St Ste F Sherman, TX 75090